

1      Stuart M. Richter (SBN 126231)  
1      stuart.richter@kattenlaw.com  
2      Andrew J. Demko (SBN 247320)  
2      andrew.demko@kattenlaw.com  
3      **KATTEN MUCHIN ROSENMAN LLP**  
3      2029 Century Park East, Suite 2600  
4      Los Angeles, CA 90067-3012  
4      Telephone: 310.788.4400  
5      Facsimile: 310.788.4471

6       Rebecca K. Lindahl (*pro hac vice*)  
7       rebecca.lindahl@kattenlaw.com  
8       **KATTEN MUCHIN ROSENMAN LLP**  
9       550 South Tryon Street, Suite 2900  
      Charlotte, NC 29202-4213  
      Telephone: 704.344.3141  
      Facsimile: 704.344.2277

10 | Attorneys for Defendant Cree, Inc.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

JEFF YOUNG, individually and on behalf of all others similarly situated,

Plaintiff,

18

### Defendant

Case No. 4:17-cv-06252-YGR

Hon. Yvonne Gonzalez Rogers

**[PROPOSED] ORDER  
GRANTING CREE'S MOTION  
FOR SUMMARY JUDGMENT ON  
PLAINTIFF'S INDIVIDUAL  
CLAIMS**

[Filed concurrently with Defendant's Motion for Summary Judgment]

Defendant Cree, Inc.'s Motion for Summary Judgment came on for hearing on September 7, 2021 at 2:00 PM in the Courtroom of the Honorable Yvonne Gonzalez Rogers.

After full consideration of the briefing and arguments of counsel, the Court hereby rules that Defendant's Motion shall be **GRANTED** for the following reasons:

1) Plaintiff's First Cause of Action for Violation of the California Unfair Competition Law, Business and Professions Code § 17200, *et seq.*, Second Cause of Action for Violation of the California False Advertising Law, Business and Professions Code § 17500, *et seq.*, Third Cause of Action for Violations of the Consumer Legal Remedies Act, California Civil Code § 1750 *et seq.*, and Fourth Cause of Action for Fraudulent Misrepresentation and Concealment fail because Plaintiff admitted he did not rely on any of the representations listed in his Amended Complaint when deciding to purchase Cree bulbs.

2) Plaintiff's Fifth Cause of Action for Unjust Enrichment fails because no representation is actionable based on Plaintiff's admission that he did not rely on any representation in deciding to purchase Cree bulbs.

3) Plaintiff's Sixth Cause of Action for Breach of Express and Implied Warranties fails because Plaintiff lacks privity with Cree, admitted he did not comply with Cree's warranty's terms, and Cree did not breach any warranties-by-representation or its express limited warranty.

## IT IS SO ORDERED.

Dated:

Honorable Yvonne Gonzalez Rogers  
United States District Judge